

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

WILLIAM GILLESPIE,)
)
Plaintiff,)
)
vs.) Cause No. 4:04CV1640 MLM
)
CARDINAL GLENNON HOSPITAL,)
)
Defendant.)

PROTECTIVE ORDER

The Court, having reviewed Defendant Cardinal Glennon Children's Hospital Motion for Protective Order, hereby finds that good cause exists for the entry of this protective order.

Subject to further order of this Court, the following procedures shall govern the production and use of all confidential documents, testimony and all other such information given by any of the parties in discovery in the above-captioned civil action (hereinafter "Action"):

1. Any document, testimony or other information, or any portion thereof, produced by any party in this Action may be designated by such producing party or any other party to this Action as "Confidential" (such information is referred to hereafter as "Confidential Information") by, in the case of documents, any one of the following means: (a) stamping such documents with the legend, "CONFIDENTIAL"; or (b) sending written notice designating any documents produced by any other party as "Confidential" within fourteen (14) days of receipt of such documents; or, in the case of testimony, by any one of the following means: (a) stating orally on the record of the deposition or hearing that certain information, testimony or exhibits are "Confidential"; or (b) sending written notice designating such information, testimony or exhibits as "Confidential" within fourteen (14) days of receipt of the transcript of the testimony.

2. Documents, testimony or other information, or any portion thereof, produced in this Action by any person or entity other than a party in this Action ("Non-party Information") may be designated as Confidential by any party to this Action by any one of the means specified in Paragraph 1 hereinabove.

3. All Confidential Information and Confidential Non-party Information shall be kept in the offices of counsel for the parties to this action and in the custody of one or more attorneys for those parties; provided, however, that copies of any such Confidential Information and/or Confidential Non-party Information can be provided to persons to whom disclosure is authorized hereunder. All Confidential Information and Confidential Non-Party Information shall be used by the parties solely for the purposes of preparing for and conducting the Action and not for the purpose of any other action, case or proceedings, or any other purpose, and only as provided in this Stipulation and Order.

4. Confidential Information and Confidential Non-party Information, including information derived therefrom, shall not be disclosed in any manner to any person or entity except:

a. the parties herein and their respective attorneys of record and in-house corporate counsel, attorneys regularly employed by such attorneys and counsel or retained or consulted with by such attorneys or counsel to provide legal advice with respect to this Action, and clerical, paralegal and secretarial staff employed by such attorneys and counsel who need to review such information in connection with the Action;

b. officers, directors or employees of an entity, including all potential witnesses in the action and their attorneys (whether or not such potential witnesses actually testify or participate in any proceeding in the Action), assisting in the evaluation, prosecution or

defense of this Action, provided that such persons are first given a copy of this Order and execute the Acknowledgement of Confidentiality, annexed hereto, which Acknowledgement shall be retained by counsel for the party contacting or calling any such potential witnesses;

c. consultants or experts assisting a party in the evaluation, prosecution or defense of the Action, provided that such persons are first given a copy of this Order and execute the Acknowledgement of Confidentiality, annexed hereto, which Acknowledgement shall be retained by counsel for the party employing such consultant or expert herein; or provided that such individuals agree, under oath, to be bound by this Order;

d. court reporters or stenographers employed in connection with the Action; and

e. the Court or otherwise as required by law; provided that any Confidential Information and/or Confidential Non-party Information filed with the Court is filed enclosed in a sealed envelope marked "CONFIDENTIAL - FILED UNDER SEAL", and further provided that such Confidential Information and/or Confidential Non-party Information remains under seal until such time as the Court orders otherwise.

5. The disclosure of information designated as CONFIDENTIAL shall be remedied by sanctions of this Court in its discretion including but not limited to contempt of court proceedings, barring use of information by the breaching party and/or payment to the moving party of its costs, including attorneys' fees and all related expenses.

6. Within thirty (30) days after the termination of the Action, the party to whom any Confidential Information or Confidential Non-party Information has been produced shall return all such Confidential Information and Confidential Non-party Information and all copies thereof to the party who designated any such information as "Confidential" ("the designating party") or

certify in writing to the attorney for the designating party that Confidential Non-party Information has been returned to the party providing such documents and that all such Confidential Non-party Information will continue to be maintained as such and the parties shall continue to be bound by the obligations of this Agreement subject to the sanctions set out in Paragraph 5 hereinabove. The parties hereby agree that the Court may retain jurisdiction of the matter in regard to the enforcement of the confidentiality provisions mutually agreed to by the parties herein.

IT IS SO ORDERED.

Dated: 7/15/05

Marguerite L. Medler
UNITED STATES DISTRICT JUDGE
magistrate